

ATTACHMENT 5
BID/BIDDER CERTIFICATION SHEET

Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "Bid Submittal - Do Not Open".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Bid Rejection

1. Company Name <i>Restoration Service</i> <i>CAL Construction & Development J</i>		2. Telephone Number <i>(714) 728-7266</i>	2a. Fax Number <i>(714) 643-9007</i>
2b. Email Address <i>CAL 663178@YAHOO.COM</i>			
3. Address <i>12031 LORNA ST. GARDEN GROVE - CA - 92841</i>			
Indicate your organization type:			
4. <input checked="" type="checkbox"/> Sole Proprietorship		5. <input type="checkbox"/> Partnership	
		6. <input type="checkbox"/> Corporation	
Indicate the applicable employee and/or corporation number:			
7. Federal Employee ID No. (FEIN) <i>32-0392088</i>		8. California Corporation No.	
Indicate the Department of Industrial Relations information:			
9. Contractor Registration Number <i>10000 49144</i>			
Indicate applicable license and/or certification information:			
10. Contractor's State Licensing Board Number <i>663178</i>		11. PUC License Number CAL-T- <i>N/A</i>	
12. Bidder's Name (Print) <i>THOMAS NGUYEN</i>		13. Title <i>owner</i>	
14. Signature <i>[Signature]</i>		15. Date <i>5/18/2017</i>	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:			
a. Small Business Enterprise Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: <i>2006068</i>		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter your service code below:	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".			
Date application was submitted to OSDS, if an application is pending: _____			
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.			

BID PROPOSAL

ATTACHMENT 1

ADM-1412 (REV. 06/08)

CONTRACTOR'S NAME (Please Print): *QAL Construction & Develop, Inc.*

Contract Number:

12A1674

Page 1 of 2

Item No.	Estimate Quantity	Unit of Measure	ITEM	Unit PRICE (in Figures)	Total (Estimated Quantity x Unit Price = Total)
1	1320	Ft	Remove and dispose of 1320 linear feet chain link fence.	<i>3.61</i>	<i>\$ 4,178.60</i>
2	1	Ea	Remove and dispose 1 chain link fence gate.	<i>3940</i>	<i>\$ 3,940.00</i>
3	1	Ea	Remove and dispose 1 rectangular concrete footing foundation.	<i>8475</i>	<i>\$ 8,475.00</i>
4	2	Ea	Remove and dispose 2 round concrete light footing foundation.	<i>3525</i>	<i>\$ 7,050.00</i>
5	360	Ft	Install 8 feet block wall with 8 inch double split face block to meet Standard Plan B15-1 "Sound Wall Masonry on Footing Detail" (case 1) of the CA DOT Standard Plans 2015; and section 58 Sound Walls of the CA DOT Standard Specification 2015. Red wall cap (2"x10"x16") shall be included in the unit price of the wall.	<i>250.38</i>	<i>\$ 90,136.80</i>
6	662	Ft	Install 8 feet block wall with 8 inch regular block per Standard Plan B15-1 "Sound Wall Masonry on Footing Detail" (case 1) of the CA DOT Standard Plans 2015; and section 58 Sound Walls of the CA DOT Standard Specification 2015. Red wall cap (2"x10"x16") shall be included in the unit price of the wall.	<i>229.24</i>	<i>\$ 151,760.00</i>
7	55	Ft	Trench and install approximate 55 feet of 4" ABS sewer line from the bathroom trailer to existing 4" sewer line.	<i>SD6.80</i>	<i>\$ 27,875.00</i>
8	430	Ft	Trench and install approximate 430 feet of 2" schedule 80 PVC pipe waterline.	<i>72.13</i>	<i>\$ 31,014.90</i>
9	1	Lump sum	Install 8 feet high by 24 feet wide aluminum gate frame with 2 inch galvanized mesh, 10 gauge chain link including brown fence weave or slats and with commercial grade motor control system, including battery backups, and manual override capabilities. Install two digital access control system pad with minimum of 50 authorized card readers with 12 remote gate openers. Also, install vehicle loop detector sensors. Install Fire control key switch, Knox Model 3502 or equivalent. <i>G:\s120196\RV Team start date 9-15-12\from Dennis Sieberts Team\12A1674 Chain Link Fence\Copy of ADM-1412 Bid Proposal 2-24-17.xlsx Copy of ADM-1412 Bid Proposal 2-24-17.xlsx</i>	<i>32,780</i>	<i>\$ 32,780.00</i>

CONTRACTOR'S NAME (Please Print): *Cal Construction & Develop*

Se.

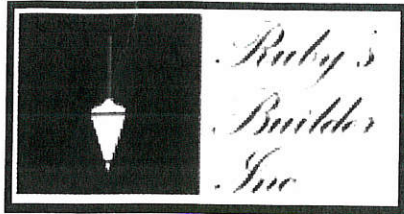
Contract Number:

12 A1674

Page 2 of 2

10	1	Ea	Install a 36" pedestrian security/emergency exit gate next to the main gate.	7750	\$ 7750 --
11	1	Lump sum	Reconstruct and reroute the sewer and water lines prior to installing the block wall.	36780	\$ 36780 --
12	7	Ea	Install (2'x2'x9') pilasters with 8 inches double split face block and red peak design plaster cap per Special Design Standard (SDS-1) Attachment 4	1811	\$ 12,680 --
13	1	Lump sum	Permit fees to city Huntington Beach which also include any cost or fee related to public hearing or public notification for variance, zoning map amendment, and general plan amendment for the construction of the 8 feet height wall on Beach Blvd and 6 feet height walls on the North and West side of the yard.	12500	\$ 12,500 --
SUBTOTAL					\$ 428,134
14	N/A	10% of Subtotal for all line from 1 to 12	Miscellaneous and contingency for the total project cost	10% of Subtotal above	\$ 41,563 --
PROPOSAL SUB TOTAL (total line 1 - 12)					\$ 415,634 --
PROPOSAL TOTAL (total line 1 - 13)					\$ 469,697 --

- The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.
- In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.
- The State reserves the right to reduce quantity of work if necessary.



Lic. 815758

DIR PWC #: 1000043105

SB #: 2006292

11302 Alclad Ave Whittier, Ca 90605
Cell: 562-843-4699 Fax: 562-941-4931

BID - PROPOSAL

DATE: 5/25/2017

Proposal NO: 17236

PROPOSAL SUBMITTED TO:

Name: Cal Construction & Development
Thomas Nguyen
Address: 12031 Lorna St.
City: Garden Grove State: CA Zip: 92841
Telephone: 714-728-7266 Office: 714-583-8873
Office: 800-225-3007
Email: cal663178@yahoo.com

WORK TO BE PERFORMED AT:

Project Name: D12- Materials Lab
Address: 19601 Beach Blvd.
City: Huntington Beach State: CA Zip: 92648

Construction to Begin: _____

Contract Completion Date: _____

We hereby propose to furnish all labor, supervision, and necessary tools to complete the following in a workmanlike manner. Description:

\$259 per Linear foot. A total of 1,000 linear feet of masonry block walls. All walls will have a height of 8'. The wall closest to Beach Blvd will be 8x8x16 double split-face tan colored block. The other three walls surrounding the building will be built with precision gray colored block.

NOTE: THE ESTIMATE IS BASED ON THE PICTURES AND THE INFORMATION THOMAS GAVE TO MARTIN.

INCLUDES: NEW BLOCK WALL TRENCHING FOOTINGS, ALL LABOR, MATERIAL, AND NECESSARY EQUIPMENT.

EXCLUDES: ANY TYPES OF PERMITS, TEMPORARY FENCE, UTILITIES & SEWER LINE WORK, ETC.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial and good workmanlike manner for the sum of **\$259,000.00 (TWO HUNDRED FIFTY NINE THOUSAND DOLLARS ZERO CENTS)** Payments to be made as follows:

Payments will be made every 14 CALENDAR DAYS. An invoice will be sent to the client as a form of payment request. Payments will be made directly to Ruby's Builder Inc. Upon payment, Ruby's Builder Inc. will fax/email a progress payment release to the owner.

The Property Owner will withhold 10% of the project total cost until all inspections have been completed on all work of Ruby's Builder Inc. Once inspections have been passed and releases have been submitted, the property Owner will release the remaining 10% to Ruby's Builder Inc. immediately.

You, the homeowner (buyer) or tenant have the right to require the contractor to furnish you with a performance bond. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation by the buyer after the right to rescind has passed, shall be deemed a material breach of this agreement and entitles the contractor to damages. Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within

four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826, or call the CSLB at 1-800 - 321 - CSLB (2752) or visit the CSLB Internet Web site at www.cslb.ca.gov.

The above pricing is based on specifications forwarded to **Ruby's Builder Inc.** Any changes to the original specifications or is beyond the scope of work detailed in this Proposal/Contract will be charged separately in the form of an Extra or change order and payment will be due upon receipt.

Respectfully Submitted By:

Contractor's Name: <u>Martin Rubalcava (Ruby's Builder Inc)</u>	Address: <u>11302 Alclad Ave</u>
By: <u>Martin Rubalcava</u>	City: <u>Whittier</u> State: <u>CA</u> Zip: <u>90605</u>
Contractor's License #: <u>815758</u>	Telephone: <u>(562) 843-4699</u>
Email: <u>rubysbuilder@yahoo.com</u>	FAX: <u>(562) 941- 4931</u>

Acceptance of Proposal, and desire to have contractor prepare formal agreement.

Date: 5/25/12

THOMAS NGUYEN
(General Contractor or Owner's Name)

X _____
(General Contractor or Owner's Signature)

Note: This proposal may be withdrawn by us if not accepted within _____ 60 days. If this Bid-Proposal is accepted, work will commence approximately on or about _____, and will be substantially completed approximately _____ days thereafter.

THIS BID-PROPOSAL IS NOT A CONTRACT. THIS BID PROPOSAL MAY ONLY BE ACCEPTED BY THE EXECUTION OF A WRITTEN CONSTRUCTION AGREEMENT SIGNED BY THE CONTRACTOR. NO CONTRACT IS FORMED UNTIL A SEPARATE WRITTEN CONSTRUCTION AGREEMENT IS EXECUTED.

1.RELEASE OF MECHANICS' LIENS. Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish the Property Owner full and unconditional release from any claim or mechanic's lien pursuant to Section 3114 of the Civil Code for that portion of the work for which payment has been made.

2. DELAYS AND LOSSES. **Ruby's Builder Inc.** is not responsible for, and Property Owner will not hold **Ruby's Builder Inc.** liable for any loss or delay resulting from work done by Property Owner's contractors and/or subcontractors; change orders; acts or omissions of the Property Owner or the Property Owner's agent including non-payment or untimely progress payments or non-payment for change orders; shortage of material; shortages of labor; bad weather; fire; strike; war; governmental regulations; or any other circumstances unforeseen by or reasonably outside **Ruby's Builder Inc.**'s control.

3. RIGHT TO STOP WORK. In the event the Property Owner fails to make any payment pursuant to the terms of this Contract, **Ruby's Builder Inc.** shall have the option to stop work until all past due payments, including but not limited to progress payments and payments for supplies are paid in full. Property Owner will additionally excuse **Ruby's Builder Inc.** from making payments to or for material, supplies/suppliers, subcontractors, or any other creditor to the project during the period the Property Owner fails to make payments. The Property Owner shall make payment on behalf of **Ruby's Builder Inc.** during the period the Property Owner fails to make payments to **Ruby's Builder Inc.** The Property Owner shall be entitled to reimbursement from **Ruby's Builder Inc.** for the exact amount owed by **Ruby's Builder Inc.** for payments to or for material, supplies/suppliers, subcontractors, or any other creditor of the project during the period the Property Owner fails to make payments after the Property Owner satisfies all past due amounts owed to **Ruby's Builder Inc.**

4. GENERAL PROVISIONS.

a. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalid.

b. The failure of a party to assert a right or enforce an obligation of the other party shall not be deemed a waiver of such right or obligation. No waiver by any of the parties under this Contract shall operate as a waiver of any further default whether of like or different character. The rights of the parties are hereby cumulative.

c. This agreement is binding upon the parties hereto and their respective executors, administrators, heirs and assigns and successors in interest.

d. **Ruby's Builder Inc.** shall not be liable for any indirect, incidental, consequential, special or punitive damages or other damages for loss of profits, or lost savings, whether such damages are alleged in tort, contract or indemnity.

e. Unless expressly indicated, the terms of this Contract are intended to survive the expiration or termination of this Contract and shall so survive and continue in full force until they are satisfied in full.

f. **PROPERTY LINES.** The Property Owner is responsible to determine the location of the all property lines without any cost or expense to **Ruby's Builder Inc.** Where necessary, or at **Ruby's Builder Inc.**'s discretion, the Property Owner shall provide **Ruby's Builder Inc.** with a licensed surveyor's property line map and/or delineation.

g. **HAZARDOUS MATERIALS.** **Ruby's Builder Inc.** is not a Hazardous Material Handler. In the event hazardous materials are found in or on the project site, the Property Owner has the sole responsibility to provide for and absorb the cost of abatement of any hazardous material.

h. **CLEANUP.** Upon completion of the project/work, **Ruby's Builder Inc.** shall remove all trash, debris, material, and tools from the premises within a reasonable time, not exceeding 10 days. **Ruby's Builder Inc.** shall leave premises in a reasonably clean condition.

i. **SURPLUS MATERIALS.** Any materials left over after this Contract has been completed are the property of the **Ruby's Builder Inc.** and will be removed. No credit is due to the Property Owner on returns for any surplus materials because this contract is based upon a complete job. All salvage resulting from work under this Contract is the property of **Ruby's Builder Inc.**

k. **PROPERTY OWNER RESPONSIBILITIES.**

1. To see that all necessary water, electrical power, access to premises, and toilet facilities are provided on premises.
2. To relocate and protect any item that prevents **Ruby's Builder Inc.** from having free access to the work areas. In the event that the Property Owner fails to relocate such items, **Ruby's Builder Inc.** may relocate such items as required but in no way is **Ruby's Builder Inc.** responsible for damage to these items during their relocation and during the performance of the work.

l. **LEGAL FEES.** In the event of any dispute between parties hereto involving any covenant or condition contained in this Contract or arising out of the subject matter of this Contract, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees, and costs.

m. **COMPLETE AGREEMENT.** This Contract contains the entire understanding of the parties and shall supersede any prior oral and written agreements between the parties. Any modifications to this Contract are only enforceable if executed in writing and signed by the undersigned.

Ruby's Builder Inc.

Dated: May 25/17

By: _____



General Contractor or Property Owner

Dated: 5/25/17

By: _____

THOMAS NGUYEN / OWNER

Date: May 25, 2017
Proposal: #CA17-0525-01HB

Project Proposal

SCOPE of WORK;

Rapid Response Electric proposes to provide professional electrical consulting services and safe off of medium and low voltage electrical for the removal or repair of a single point of an existing Vehicle Gate Entry Motor, Vehicle Sensor Detection System and Electronic Card Access Control System that is currently in operation or located at the project site for the sum of;

Subcontract Total \$ 15,000.00

Project Terms and Conditions:

1. No demo of existing gates, fencing or barriers.
2. No saw cutting, debris removal, excavation, backfill, compression, pads, or resurfacing.
3. No new electrical, gates, fencing or structural work.
4. No permits, bonds, electronically produced or reproduced drawings.
5. Rapid Response Electric reserves the right to subcontract specialty portions of this project to qualified subcontractors as needed.

Payment Terms: Payment immediately due upon submission of invoicing for services rendered.

COMPANY: *Rapid Response Electric*
E: lee@rapidre.com P: 1-877-738-4562

Signed: Lawrence Lee

Date: May 25, 2017

ACCEPTANCE OF PROPOSAL:

The total price, payment terms and project details are satisfactory. You are hereby authorized to proceed with performing the work as outlined in the scope of work shown above. With authorization given by Rapid response Electric, this proposal may be attached as an exhibit to a subcontract agreement.

CUSTOMER: _____

Signed: 07/25/17

Print: _____

Date: _____

Important Notice: Proposal may be withdrawn if there is any discrepancy between Cal Construction & Development and Rapid Response Electric as it pertains to the type written "SCOPE of WORK" shown above. Proposal may also be withdrawn if Cal Construction & Development has not been signed and accepted the proposal within 10 days of the date first shown herein.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2008)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1Name of certified DVBE: Rapid Response Electric DVBE Ref. Number: 1759812Description (materials/supplies/services/equipment proposed): Consulting and Safe Off of ElectricalSolicitation/Contract Number: Solicitation 12A1674 SCPRS Ref. Number: _____
(FOR STATE USE ONLY)**SECTION 2****APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

☒ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

Lawrence Lee Lawrence Lee Digitally signed by Lawrence Lee
DN: cn=Lawrence Lee, o=Rapid Response
Electric, st=CA, email=lawrence.lee@rrp-electric.com, c=US
Date: 2013.05.14 15:13:37Z May 25, 2017
(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: Cal Construction & Development Restoration
(If more than one firm, list on extra sheets.) (Print or Type Name)Firm/Principal Phone: 714-728-7266 Address: 122031 Lorna Street Garden Grove, CA 92841**SECTION 3****APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

☒ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)

(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page 1 of 1

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVB/E): X or None (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes X No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVB/E: (1) Are you a broker or agent? Yes No X

(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A X

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVB/E or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
Ruby's Builders Inc MARTIN RUBALCAVA TEL: 562-843-4699	11302 ALCLAD AVE WATFILL, CA 910605 Email: rubysbuilders@yahoo.com	DIE: 1000043105 SB: 2006292	Block wall gate	53%	YES	NO
Rapid Response Electric Lawrence Lee TEL: 775 443 7838	7522 Amazon Dr. #3 Huntington Beach CA 92647 Email: llee@rprpdx.com	DIE: 100016915 SB: 1759812 DVB/E: 1759812	Electrical Remove & Replace new unit	3%	YES	NO

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.